

The complaint

Mr A has complained that Assurant General Insurance Limited unfairly and unreasonably failed to pay his claim under his mobile phone insurance when he lost his mobile phone.

What happened

Mr A said he lost his mobile phone on 5 March 2025. So, he made a claim to Assurant.

Following its investigation, Assurant was of the view that Mr A had provided false and misleading information concerning his lost phone, so it decided to refuse to pay his claim.

Mr A complained but Assurant wouldn't change its stance, so he brought his complaint to us. The investigator didn't think Assurant had done anything wrong. Mr A disagreed so his complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding this complaint. I understand and appreciate that Mr A will be very disappointed, so I'll now explain why.

I've listened to the call recording where Assurant asked Mr A to describe the circumstances leading up to his claim for his lost phone. I consider the adviser talked very slowly and clearly throughout this call, making several attempts to repeat things and ensure Mr A understood what was being said. It was clear the adviser understood Mr A was a foreign national and that English wasn't his first language and so I consider he made all necessary reasonable adjustments to enable Mr A to understand what was being asked. Therefore, I disagree with Mr A that this adviser was difficult to understand or that he talked too fast. I consider this adviser took exceptionally good care to ensure Mr A understood what was being asked of him.

In this call recording Mr A said he had two phones but that he didn't make many calls from the lost phone. However, he had last used the lost phone on the morning of 5 March. He also said he kept this phone in his jacket pocket. He knew he had the lost phone at the bus stop but once he was on the bus, the phone was missing. Mr A also confirmed the sim card was in this phone when it was lost and he last used the sim for calls, texts, or data that morning on 5 March. The adviser repeated this question to confirm it and Mr A confirmed he had used the sim in the lost phone on 5 March 2025.

However, the system notes for the phone show it was last used on 15 January 2025 in a foreign (outside of Europe) country. Mr A's evidence from his Google account also confirms the last location of this lost phone was in this foreign country on 14 January 2025.

Consequently, it's clear to me that Mr A gave inconsistent and incorrect information to the adviser.

Following the investigator's view on 12 June 2025, Mr A then told the investigator the sim wasn't in the lost phone but was in the phone case and that he mainly used this lost phone for photographs.

The investigator followed this up with Assurant who explained that Mr A told Assurant that he had not spotted his lost phone on 5 March to his other phone. However, in that case the system notes would have correctly identified where the lost phone was on 5 March. But the system never located this phone in the UK on 5 March 2025, so it remains the last location of this phone is in January 2025 in the foreign country. So, I consider this is a further inconsistency on the facts.

Further Mr A also told the investigator that he didn't use the lost phone and was going to give it to his wife. When she asked him why he carried around a phone that he wasn't using, he said it was in his laptop bag. However, Mr A told Assurant he was keeping this lost phone in his jacket pocket at the time of the loss. So, this is another inconsistency on the facts. Sadly, it appears to me that Mr A keeps changing his story here, making it difficult to know which version is correct.

The policy document says the following:

'If false or inaccurate information is provided and fraud is identified then we may reject the claim, and we may cancel your policy.'

Given the inconsistencies identified in Mr A's testimony both to this service and to Assurant, I don't consider Assurant did anything wrong in refusing to pay Mr A's claim for his lost mobile phone, given the policy term above.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 October 2025.

Rona Doyle
Ombudsman